

**UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF MISSOURI
WESTERN DIVISION**

IAN POLLARD, on behalf of himself)	
and all others similarly situated,)	
)	
Plaintiffs,)	
)	
v.)	Case No. 4:13-CV-00086-ODS
)	
REMINGTON ARMS COMPANY, LLC, et al.)	
)	
Defendants.)	
_____)	

JOINT NOTICE OF NON-MATERIAL CHANGES TO NOTICE PLAN

Pursuant to the Court’s August 23, 2016 Order, (Doc. #140), and the Court’s Amended Order Preliminarily approving Class Action Settlement, (Doc. #88 at ¶20), the Parties have agreed to make certain, non-material changes to the Reminder Notice (Doc. #138 at Ex. F) as detailed in Paragraph 80 of the Fourth Amended Settlement Agreement. More specifically, the Parties have agreed to:

- Emphasize the following statement: “If you own a firearm that is subject to the safety recall, stop using your firearm immediately. Safety has always been a priority for Remington” by underlining it.
- Include the following information related to opt-out and objection deadlines, which were set after the Parties submitted their proposed Reminder Notice to the Court: “Even if you do nothing you will be bound by the Court’s decisions. If you want to keep your right to sue the Defendants yourself, you must exclude yourself from the Settlement Class by **November 18, 2016**. If you stay in the Settlement Class, you may object to the Settlement by **November 18, 2016**.”

The revised Reminder Notice is attached as Exhibit A.

The Parties have also agreed to make certain, non-material changes to the radio notice transcript (Doc. #127-1) as detailed in Paragraph 77 of the Fourth Amended Settlement Agreement. More specifically, the Parties have agreed to:

- Include deadlines for opting out and objecting, both of which were set after the Parties submitted their Joint Supplemental Brief Pursuant to the Court's December 8, 2015 Order. In order to stay within the 60-second radio ad time limit, these additions required the deletion of certain non-material language, as follows:

“Reminder to Remington Rifle Owners

Owners of certain Remington rifles should take notice of a proposed nationwide class action settlement. The plaintiffs claim that the trigger mechanisms of certain bolt action rifles, such as the Remington Model 700 and certain other models, are defectively designed and can result in firing without a trigger pull. Remington denies these allegations, but—to serve its valued customers— may replace these triggers for no charge with a brand new X-Mark Pro trigger or other trigger mechanism. Safety has always been a priority for Remington. You may opt out or object by November 18. To participate or learn more, visit “Remington Firearms Class Action Settlement Dot Com,” or call 1- 800-876-5940. That’s 1-800-876-5940. 1-800-876-5940.”

The Parties respectfully request notification should the Court have any concerns about these proposed revisions.

Date: August 31, 2016

Respectfully submitted,

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CERTIFICATE OF SERVICE

I hereby certify that on this 31st day of August, 2016, I filed the foregoing document with the clerk of the court using the court's CM/ECF system, which will serve electronic notice on all parties of interest.

s/ John K. Sherk

**Attorneys for Defendants Remington
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